

01-15-2003

FORM PTO-1595
(Rev. 6-93)
OMB No. 0651-0011(exp. 4/94)



EET

U.S. DEPARTMENT OF
COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of P

102338380

attached original documents or copy thereof.

1. Name of conveying party(ies):

David Browning

(-13-03)

2. Name and address of receiving party(ies)

Name: Macmillan Publishers Limited

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No
3. Nature of conveyance:

 Assignment Merger

 Security Agreement Change of Name

 Other _____

Execution Date: 7/31/02

Street Address: Brunel Road

Houndmills

Basingstoke, Hampshire RG21 6XS

United Kingdom

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) _____ B. Patent No.(s) _____

Additional numbers attached? Yes No

D 435,268

FINANCE SECTION
JAN 15 11 08

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gary J. Pitzer

Internal Address: Tarolli, Sundheim, Covell,
Tummino & Szabo LLP

Street Address: 526 Superior Avenue
1111 Leader Building

City: Cleveland State: Ohio ZIP: 44114-1400

6. Total number of applications and patents involved: 1
7. Total fee (37 CFR 3.41) \$40.00

 Enclosed

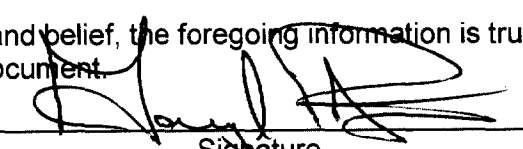
 Authorized to be charged to deposit account
8. Deposit Account number:
20,0090

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Gary J. Pitzer  01/07/2003
Name of Person Signing Signature Date
Reg. No.: 39,334

Total Number of pages including cover sheet, attachments, and document 3
Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01/14/2003 TDIAZ1 00000160 438268 40.00 DP
01 FC:8021

ASSIGNMENT made this 31 day of July 2002

BETWEEN

- [1] **MACMILLAN PUBLISHERS LIMITED** (registered number 785998 England) whose registered office is at Brunel Road, Houndmills, Basingstoke, Hampshire RG21 6XS ("Macmillan"); and
- [2] **DAVID BROWNING** of 14 Lannoweth Road, Penzance, Cornwall TR18 3AB ("The Designer")

WHEREAS

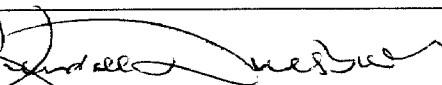
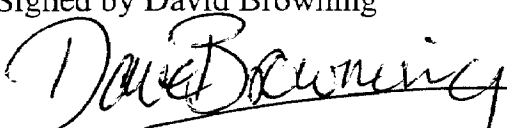
- A. The Designer owns the intellectual property rights in the strap mechanism ("the Design") used by Macmillan in connection with its collection of books known as Buggy Buddies.
- B. Pursuant to the agreements made between Macmillan and the Designer dated 11 March 1997, 30 March 1998, 3 March 1999, 28 June 1999 and 22 February 2000 and certain Addenda made between Macmillan and Designer dated 29 November 2000, 30 November 2000, 21 November 2001, 23 November 2001 and 13 May 2002 ("the Agreements") the Designer granted the exclusive right to Macmillan to use the Design throughout the world in all languages.
- C. The Design is registered in the UK, USA, Hong Kong and Australia.
- D. The Designer now wishes to sell the Design to Macmillan and Macmillan wishes to purchase the Design upon the terms and conditions contained herein.

NOW IT IS HEREBY AGREED as follows;

1. The Designer as beneficial owner with full title guarantee hereby assigns to Macmillan with effect from 1 July 2002 all right title and interest, including without limitation all intellectual property rights in the Design to Macmillan.
2. Without prejudice to the assignment contained in clause 1 above the Designer hereby assigns to Macmillan;
 - a) United Kingdom Registered Design Registered Number 2079417
 - b) Australian Registered Design Registered Number 141544
 - c) United States of America Design Patent Registration Registered Number 435,268
 - d) Hong Kong Registered Design Registered Number 9910654.6

3. The Designer agrees upon request of Macmillan to execute all deeds and documents and do all acts and things as shall be necessary or desirable to give effect to such assignment.
4. In consideration of the assignment set out herein Macmillan shall pay to the Designer the sum of £20,000 (twenty thousand pounds) together with VAT thereon (if applicable) on presentation of an appropriate VAT invoice within 14 days of the date hereof.
5. The Designer warrants that;
 - (a) the Designer has full power to make this Agreement and to assign to Macmillan the Design and all the rights conferred thereby;
 - (b) the Designer has not entered into any arrangement, licence or Agreement relating to the Design or assigned charged sub-licensed or otherwise encumbered any part of the Design;
 - (c) the Design is original to the Designer; and
 - (d) the Design does not and will not infringe the intellectual property rights of any person, including without limitation any patent, copyright, registered design right or unregistered design right;
6. The Designer shall indemnify Macmillan and keep Macmillan indemnified from and against any loss, cost, liability, claim or expense caused by or arising from any breach or alleged breach of the aforementioned warranties.
7. For the avoidance of doubt the Designer confirms that from 1 July 2002 the Designer shall not be entitled to any further payments pursuant to the Agreements other than those payments due in relation to sales of Buggy Buddies prior to 30 June 2002.
8. This Agreement shall be construed in accordance with and governed by English law, and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first before written.

Signed by  For and on behalf of Macmillan Publishers Limited	Signed by David Browning 
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